

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

SERVICES CONTRACT: THE DEVELOPMENT, SCORING, AND REPORTING OF AN ALGEBRA II END-OF-COURSE EXAM

CONTRACT No.: CSP902107

EFFECTIVE DATES: 03/23/07 to 06/30/11

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902107 that opened on November 22, 2006. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Services Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Services Contract is available to the Ohio Department of Education as a multi-state cooperative Contract with consortium states (Participating States) which currently include: Arkansas, Indiana, Kentucky, Maryland, Massachusetts, New Jersey, Pennsylvania, and Rhode Island. Additional Participating States may be added to this multi-state cooperative Contract by means of an Amendment to this Contract.

Consortium states are eligible to make purchases of the contracted services in any amount and at any time as determined by the individual State(s). The State(s) makes no representation or guarantee that departments will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Dana L. King, CPPB @dana.king@das.state.oh.us

This Services Contract and any Amendments thereto are available from the DAS Web site at the following address:



www.ohio.gov/procure

Mutually agreed upon Clarifications and Modifications – The Development, Scoring, and Reporting of an Algebra II End-Of-Course Exam. This section gives only a summary of the Project Requirements. All Participating States will issue a purchase order to purchase the Exam and related services covered by this Contract.

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
 - a. The original RFP and any addendums.
 - b. The documents and materials incorporated by reference in the RFP.
 - c. The Contactor's Proposals, as amended, clarified, and accepted by the State.
 - d. The documents and materials incorporated by reference in the Offeror's Proposal and subsequent accepted clarifications.
 - e. Any related amendments issued subsequent to Contract award.
2. The Participating States and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
3. The American Diploma Project (ADP) Algebra II End-of-Course Exam represents a unique venture in large-scale performance assessment. The Participating States and the Contractor seek, through this approach, to address multiple challenges simultaneously:
 - a. A common, rigorous test administered to a large number of students who are situated in multiple jurisdictions that have unique operational requirements.
 - b. The need for rapid scoring turn-around when tests are used for grade or graduation determination.
 - c. Result reporting suitable for higher education purposes (i.e., placement in credit-bearing courses, as well as secondary school program improvement and comparison).
4. Ohio Ethics Laws and Political Contributions. The Contractor is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws, Ohio Revised Code Section §102.04. Further, the Contractor affirms that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and shall remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Additional Terms and Conditions, according to each of the Participating States, are set forth in the RFP.
5. The Contractor shall take all reasonable actions necessary to work with the Participating States to recruit participants for the Fall 2007 and February 2008 Field Tests. As an incentive to participate in the field test, teachers will receive an electronic report summarizing the performance of their students on the field test. They will also receive a one-year subscription to the Family Education Network. The Contractor (PEM) shall also work with the CDT and Participating States to develop a contingency plan for moving forward if the field testing volumes are not obtainable. These plans may include decreasing the number of field test forms administered or delaying the implementation of the Exam. A decision will be made by July 1, 2007 regarding the need to proceed with a contingency plan for the October 2007 field test, and by November 1, 2007 for the February 2008 field test.
6. Field Test Plan. The following tests will be administered during the field test window of October 1-5, 2007:
 - a. Core, paper (multiple-choice and open-ended)
 - b. Modules, paper (multiple-choice and open-ended)
 - c. Core, on-line (multiple-choice only)
 - d. Modules, on-line (multiple-choice only)

7. The Core and Module on-line, open-ended items will be field tested in February of 2008. This plan provides the following benefits:
- Paper-based operational tests shall be available on-time for the May 2008 administration.
 - On-line testing shall be available for the December 2008 administration.
 - Adequate time is provided for the development of the needed on-line open-ended items that will enhance the Exam.
 - Adding a field test in February will allow greater participation by the schools than a May field test would allow, given States existing assessment commitments at the end of the school year.
8. Meetings. The table below reflects the field test design. The Contractor shall cover travel, labor, honorarium, and/or substitute teacher pay expenses.

Meeting Description	Original Timeframe	Original Duration	Participants	Revised Timeframe	Revised Duration
Storyboard Review					
	February 2007	2 Committees of 3 days	PEM, CDT	N/A	N/A
	May 2007	2 Committees of 3 days	PEM, CDT	05/04/07 ¹	1 Committee of 1 day
	September 2007	2 Committees of 3 days	PEM, CDT	September 2007	1 Committee of 1 day
	September 2008	2 Committees of 2 days	PEM, CDT	September 2008	1 Committee of 1 day
	September 2009	2 Committees of 2 days	PEM, CDT	September 2009	1 Committee of 1 day
Item Review					
	April 2007	4 Committees of 5 days	PEM, BETA, CDT 27 teachers 18 professors	04/30/07 – 05/03/07	2 Committees of 5 days; 2 Committees of 4 days
	August 2007	2 Committees of 5 days; 2 Committees of 3 days	PEM, BETA, CDT 27 teachers 18 professors	08/13/07 – 08/17/07	4 Committees of 5 days
	April 2008	2 Committees of 4 days	PEM, BETA, CDT 13 teachers 9 professors	April 2008	2 Committees of 4 days
	April 2009	2 Committees of 4 days	PEM, BETA, CDT 13 teachers 9 professors	April 2009	2 Committees of 4 days

¹ February and May Storyboard Review combined due to delay in field testing on-line open-ended items.

	April 2010	2 Committees of 3 days	PEM, BETA, CDT 13 teachers 9 professors	April 2010	2 Committees of 3 days
Item Reconciliation					
	April 2007	2 Committees of 5 days	PEM, BETA, CDT	05/07/07 – 05/11/07	2 Committees of 4 days
	August 2007	2 Committees of 4 days	PEM, BETA, CDT	08/20/07 – 08/24/07	2 Committees of 5 days
	April 2008	2 Committees of 2 days	PEM, BETA, CDT	April 2008	2 Committees of 2 days
	April 2009	2 Committees of 2 days	PEM, BETA, CDT	April 2009	2 Committees of 2 days
	April 2010	2 Committees of 2 days	PEM, BETA, CDT	April 2010	2 Committees of 2 days
On-line User Acceptance					
	July 2007	2 Committees of 2 days	PEM, CDT	N/A ²	N/A
	November 2007	2 Committees of 2 days	PEM, CDT	October or November 2007	2 Committees of 4 days
	July 2008	2 Committees of 2 days	PEM, CDT	July 2008	2 Committees of 2 days
	July 2009	2 Committees of 2 days	PEM, CDT	July 2009	2 Committees of 2 days
	July 2010	2 Committees of 2 days	PEM, CDT	July 2010	2 Committees of 2 days

² As a result of revised field test plan, the July 2007 On-line User Acceptance meeting is no longer required.

Data Review					
	December 2007	2 Committees of 5 days	PEM, CDT 13 teachers 9 professors	January 2008	2 Committees of 4 days
	July 2008	2 Committees of 4 days	PEM, CDT 13 teachers 9 professors	July 2008	2 Committees of 5 days
	July 2009	2 Committees of 3 days	PEM, CDT 13 teachers 9 professors	July 2009	2 Committees of 3 days
	July 2010	2 Committees of 2 days	PEM, CDT 13 teachers 9 professors	July 2010	2 Committees of 2 days
Planning Meetings					
	February 2007	2 days	PEM, CDT	04/04/07 – 04/05/07 ³	2 days
	April 2007	2 days	PEM, CDT	06/14/07 – 06/15/07	2 days
	July 2007	2 days	PEM, CDT	09/12/07 – 09/13/07	2 days
	October 2007	2 days	PEM, CDT	11/12/07 – 11/13/07	2 days
	January 2008	2 days	PEM, CDT	January 2008	2 days
	April 2008	2 days	PEM, CDT	April 2008	2 days
	October 2008	2 days	PEM, CDT	October 2008	2 days
	January 2009	2 days	PEM, CDT	January 2009	2 days
	October 2009	2 days	PEM, CDT	October 2009	2 days
	January 2010	2 days	PEM, CDT	January 2010	2 days
	October 2010	2 days	PEM, CDT	October 2010	2 days
	January 2011	2 days	PEM, CDT	January 2011	2 days
Research Alliance					
	Q2 2007	1 day	TBD	Q2 2007	1 day
	Q3 2007	1 day	TBD	Q3 2007	1 day
	Q4 2007	1 day	TBD	Q4 2007	1 day
	Q2 2008	1 day	TBD	Q2 2008	1 day
	Q4 2008	1 day	TBD	Q4 2008	1 day
	Q2 2009	1 day	TBD	Q2 2009	1 day
	Q4 2009	1 day	TBD	Q4 2009	1 day
	Q2 2010	1 day	TBD	Q2 2010	1 day
	Q4 2010	1 day	TBD	Q4 2010	1 day
	Q2 2011	1 day	TBD	Q2 2011	1 day

³ Recommended PEM/CDT Planning Meeting dates for 2007. Final dates to be selected with approval of CDT.

Standard Setting					
	July/Aug 2008	5 days	PEM, CDT 9 teachers 9 professors	July/Aug 2008	5 days
	N/A	N/A	PEM, CDT ⁴ 9 teachers 9 professors	Mar 2009	5 days
Range finding					
	November 2007	1 Committee of 3 days, 1 committee of 4 days	PEM, CDT 18 teachers	November 2007	1 Committee of 3 days, 1 committee of 4 days
	N/A	N/A	PEM, CDT 18 teachers	March 2007 ⁵	1 Committee of 2 days, 1 committee of 3 days
	July 2008	1 Committee of 3 days, 1 committee of 4 days	PEM, CDT 18 teachers	July 2008	1 Committee of 3 days, 1 committee of 4 days
	July 2009	1 Committee of 3 days, 1 committee of 4 days	PEM, CDT 15 teachers	July 2009	1 Committee of 3 days, 1 committee of 4 days
	July 2010	1 Committee of 3 days, 1 committee of 4 days	PEM, CDT 15 teachers	July 2010	1 Committee of 3 days, 1 committee of 4 days

9. Other Key Dates.

Milestone	Projected Date(s)
Fall 2007 Field Test	10/1/07-10/5/07
Winter 2008 Field Test	2/11/08-2/15/08
End-of-spring 2008 Operational Test (paper only)	Mid May to Mid June
End-of-fall 2008 Operational Test (paper and on-line)	Mid Dec to Mid Jan

10. Liquidated Damages. The Participating States have the option of collecting liquidated damages from the Contractor for default. The deliverables/activities subject to liquidated damages are defined herein and shall supersede liquidated damages language provided in the RFP, the Proposal, and/or provisions contained in Task/Purchase Orders for the Participating State's.
11. Information to be provided. Delivery dates for materials, the test administration dates and forecast by the Participating State, or by the Participating District within a state, for how many students will test by administration for the upcoming school year is to be provided to the Contractor on July 1 of each contracted year. Any delay in providing this information may impact the schedule and delivery dates. The Contractor

⁴ An additional Standard Setting meeting has been added to accommodate the revised field test design. Hard copy student results and all summary data for the end-of-fall 2008/2009 administration will be provided to schools within 21 days after the March 2009 Standard Setting meeting is complete.

⁵ An additional Range finding meeting has been added to support the addition of the February 2008 field test of on-line open-ended items.

and the Participating State shall in good faith agree to reach mutually acceptable delivery dates. Any liquidated damages would be subject to the revised delivery dates.

12. Default. The Contractor shall make those deliveries, meet those milestones, and complete the Project within the mutually agreed upon times. If the Contractor does not meet those dates, the Contractor shall be in default, and the State may terminate this Contract under the termination provision contained within the Request for Proposal (RFP). The Participating State(s) may also have certain obligations to meet. If the Participating State(s) agrees that the Contractor's failure to meet the delivery, milestone, or completion dates is due in whole or in part to the Participating State's failure to meet its own obligations in a timely fashion, then the Contractor shall not be in default, and the delivery, milestone, and completion dates affected by the Participating State's failure to perform shall be extended as required by the Contractor to compensate for the Participating State's delay but no less than the same amount of time as the Participating State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the Participating State(s) meaningful written notice of the Participating State's failure to meet its obligations within five (5) business days of the Contractor's realization that the Participating State's delay shall affect the Project. The notice to the Participating State(s) shall be directed at making the Participating State(s) aware of its delay and the impact of its delay. It shall be sent to the Agency Project Representative and the Ohio DAS Procurement Representative. In the event that a default event occurs for a given Participating State, assertion of Liquidated Damages shall be at that State's discretion.
13. Milestones. The following events are considered default events which would be subject to liquidated damages:
 - a. Distribution of test administration materials to enable the test administration on the date provided by the Participating State(s).
 - b. Provide test results with complete and accurate information to the districts and schools by the date agreed upon with the Participating State(s).
 - c. The actual events relating to the development of the test are developed at Contractor's cost and in which they will own, therefore should be excluded from liquidated damages. These events are based on Contractor's development schedules and its ability to adjust the timelines as seen fit. The Contractor shall be responsible for developing the test according to the State's standards, conducting validity studies, and including CDT and educators.
14. Liquidated Damages will be assessed to the extent that a Participating State(s) is impacted by any Deliverable that is not delivered on or before the date established in the schedule and corresponding delivery dates. The total liquidated damages paid to any impacted Participating State shall not exceed the amount the impacted Participating State would have paid Contractor under the Task Order for that Test Administration. Subject to the foregoing, Liquidated Damages shall not exceed \$2,000 per day per impacted Participating State. Cumulative Liquidated Damages shall not exceed \$50,000 per day for all of the impacted Participating States.
15. On-line testing capacity for multiple states during the designated testing window.

Scalability and system capacity have been primary considerations in developing the Assessment Network from its inception. Consideration of these critical issues was made during the design and selection of hardware/software infrastructure, during system architectural design, and while designing individual modules. The Contractor shall constantly evaluate our system architecture and toolsets to plan for the forecasted requirements of our customers.

The Contractor demonstrates the capacity to support on-line testing for multiple states during the peak testing window.

Because the Assessment Network is a modular and scalable system, there is no maximum capacity. Additional servers shall be added to function as Web servers, report servers, and application servers by

dropping them in to respond to increased demand for on-line testing, whether within existing Participating States or supporting additional states. In addition, the hardware shall be scaled horizontally by adding new machines at each tier (web, application, and database) as required. At any time the system shall be scaled-up to meet additional on-line testing demands. By conducting regular performance tests that simulate true system usage patterns, the Contractor understands the scalability of the overall host application and shall proactively plan infrastructure accordingly.

16. The Contractor shall have overall responsibility for managing and planning execution of the tasks, including involvement of the American Diploma Project (ADP) Participating States and the Coordination and Direction Team (CDT). The CDT will be coordinated by the CDT Administrator, who will also be the Contractor's primary point of contact.
17. The Contractor shall develop items and test forms consistent with the specifications and processes provided.
18. The Contractor shall produce test materials, including both test and answer booklets, as well as special version formats (i.e., large-print, Braille, audio, and Spanish versions). One (1) operational form per year of the special version formats is required.
19. The Contractor shall coordinate administration of the Algebra II End-of-Course Exam with each ordering Participating State (or district if applicable), within the timeframes provided in the Contract.
20. The Contractor shall score and report exam results. The Contractor shall manage and facilitate the range finding meetings. Nine (9) teachers and one (1) representative from Achieve, Inc. shall participate in each range finding committee meeting. The Contractor shall provide honorarium or substitute pay and travel costs for the teachers.
21. The Contractor shall provide technical support services, including developing performance levels and cut scores, and conduct validity studies, including studies that determine the predictive validity of the test for placing students into credit-bearing vs. remedial courses; developing policies, practices, and procedures for ensuring confidentiality, integrity, and security of education records, consistent with the Family Educational Rights and Privacy Act (FERPA) (20 USC § 1232(g) 34 CFR Part 99); the Individuals with Disabilities Act (IDEA) (20 USC § 1400 et seq.), State laws and regulations governing education records, access to state records, privacy and data breaches, and applicable policies of the school, district, or state education agency.
22. The Contractor shall encrypt all education records shared across any public network (i.e., the internet) using as a standard an internationally-recognized standard-setting organization, such as ANSI or IEEE. The baseline requirement for encryption is 128-bit using the public key/private key infrastructure. The data encryption requirements are intended to protect the privacy of the education records that the Contractor will share, during the course of performing the Contract. The purpose is to assure compliance with the Family Educational Rights and Privacy Act (FERPA) and state data breach laws. See 34 C.F.R. § 99.35(b). FERPA requires methods that are "reasonable and appropriate to the circumstances in which the information or records are maintained."

To further protect the data generated, processed, and stored by the Contractor:

- a. The storage of personal student data on any local machine is prohibited.
- b. Contractor staff must access data through the same application front-end that the customer uses, or use an approved and licensed client product to access the database.
- c. All layers of the environment must reside on separate systems, including the Web servers, application servers, and database servers.
- d. Stringent network-layer controls must be used to segregate this environment from all other Contractor environments. These include physically separate networks, as well as logical access controls that limit those that have access to the network segment and host.

The Contractor shall maintain specific security solutions for education records at each level of the information maintenance process: acquisition, storage, transport. Adequate technological protections contemplate server-side security, including but not limited to, administrator access control, firewalls, intrusion detection software, antivirus, regular software patch updates, and retaining adequate IT security personnel.

23. The Contractor shall provide ancillary materials to support the Exam, such as administration manuals and interpretation and information guides. Training materials such as a Training Video, Regional Test Administrator Workshops, and On-line, Self-Paced Training are available as state options, for an additional cost, as described in the Cost Summary information.
24. The Contractor shall provide comprehensive student performance data to Achieve, Inc. about the performance of students on the assessment across the Participating States in the form of a file that does not contain personally identifiable information, such as:
 - a. The student's names.
 - b. The name of the student's parent or other family member.
 - c. The address of the student or student's family.
 - d. A personal identifier, such as the student's Social Security Number or student number.
 - e. A list of personal characteristics that would make the student's identity easily traceable.
 - f. Other information that would make the student's identity easily traceable.
25. The Contractor shall provide the Exam and related services (in an on-line format for Participating States to purchase as an option. Special versions of the on-line test are not required (e.g., Large print, Braille, Spanish, audio). Requirements for special on-line forms will be negotiated with the Contractor as an amendment to the Contract.
26. The Contractor shall engage in activities to establish and enhance credibility with postsecondary institutions and to promote use of the ADP Algebra Exam results for placement purposes.
27. Within two (2) weeks of Contract award, each Participating State shall provide the Contractor with a list of potential committee members that can participate in 2007 meetings that require educator participation (e.g., April Item Review). Each state shall provide the names of 4-5 teachers and 3-4 professors. The Contractor shall work with that combined list to ensure a broad cross section of representation within high school and postsecondary education and experience in Algebra II and the seven (7) modules. As needed, the Contractor shall follow up with the States if additional representation is required. Participating States shall update the list each year. Achieve, Inc. may also provide names of potential participants. The CDT may choose to have final approval of the individuals appointed to any committee.
28. CDT members are not required to attend every committee meeting. However, at least one (1) member from the CDT or Achieve Inc. shall be present at each committee meeting to ensure that decisions that are made reflect the goals of the Program. For example, at the first Item Review Meeting, scheduled for April 2007, at least one (1) CDT/Achieve representative should be available to meet with the Contractor for each of the four (4) concurrent committee meetings.
29. Travel and labor expenses include those incurred by PEM and BETA (the subcontractor) representatives. For example, five (5) representatives from PEM and four (4) representatives from BETA will attend committee meetings for the Item Review scheduled for April 2007. The Contract costs include labor and travel costs (airfare, hotel, food, car rental) for these employees for that meeting.
30. In preparation for the CDT meetings, the Contractor shall coordinate with the CDT to ensure that the proposed location, agenda, and participants are acceptable. PEM and BETA will facilitate all meetings and document meeting discussion, such as revisions that are suggested during Item Review meetings. At least one (1) member of the Contractor's program management team will be present for the duration of all meetings to answer any general questions participants, the CDT or Achieve, Inc. may have, and to manage the logistics of the meeting.

31. The Contractor shall manage the travel arrangements for each CDT meeting participant, including transportation and lodging accommodations held after March 2007. Achieve, Inc. shall manage the arrangements for the March 2007 meeting. The Contractor shall cover travel expenses and honorarium and/or substitute teacher pay. All other travel and labor expenses, such as those incurred by Achieve, Inc. and the CDT will be the participant's expense.
32. The Contractor shall provide a summary document of the discussions in the CDT meetings, including any action items, to all Participating States. These shall be documented by the Contractor as part of the weekly report that is provided to the CDT membership.
33. There will be a single calculator policy adhered to by all Participating States. The core test will be administered in two (2) sessions. For the first session students will not use a calculator. For the second session students will be allowed to use a calculator. Calculators will be allowed for each of the seven (7) optional modules. The draft calculator policy published as part of this document shall be the source of calculator usage policy. Additional details of this policy may be refined as part of the work of the CDT, and published as an amendment to this Contract.
34. The Contractor shall negotiate a License Agreement with Achieve, Inc. under which the Contractor shall make copies of the Exam available to Achieve, Inc. for such purposes as research and validity or alignment studies.
35. The Research Alliance will include up to 25 members per year. Membership will include up to two (2) individuals from PEM, nine (9) state or CDT members, one (1) Achieve Inc. representative, and 13 others, such as state or national measurement experts, contractors, professors, or college admissions/placement officers. Reimbursement for time and travel, and 40 hours of consulting time per year for the two (2) PEM and 13 other members is included. The CDT/state and Achieve, Inc. representatives will cover their own costs, including travel and lodging, for participating in any meetings.
36. The Contractor shall own the test and all items. If the State decides not to extend or renew the Contract with the Contractor, a Contract amendment will be issued so that the Contractor can assist the subsequent Contractor during the Contract transition. No items, tests, or systems will be transferred from PEM to the subsequent Contractor.
37. The Contractor shall provide each individual State with an itemized invoice, within 30 days after an order for assessment materials or optional services has been placed with the Contractor.
38. The Participating States shall pay monthly invoices within 30 days of receipt.
39. The Contractor shall provide the DAS Office of Procurement updated insurance forms on an annual basis, or as appropriate when changes go into effect.
40. The Contractor shall provide the Ohio DAS, Office of Procurement Services and Achieve, Inc. with an annual utilization report each September, beginning in 2008. The report will summarize the number and type of tests and optional services purchased during the previous year by state and test administration.

41. Information for the Participating States is provided below:

a. Arkansas Department of Education ATTN: Associate Director, Curriculum, Assessment, and Research #4 State Capitol Mall, Room 106A Little Rock, AR 72201 Telephone: 501-682-4558	b. Indiana Department of Education ATTN: Assistant Superintendent 151 West Ohio St. Room 229 State House Indianapolis, IN 46204-2798 Telephone: 317-232-9050
c. Kentucky Department of Education Office of Assessment & Accountability ATTN: Director of Assessment 500 Mero Street, 18 th Floor Frankfort, KY 40601 Telephone: 502-564-7749	d. Maryland Department of Education ATTN: Assistant State Superintendent 200 West Baltimore St. Baltimore, MD 21201 Telephone: 410-767-3308
e. Massachusetts Department of Education ATTN: Director of Student Assessment 350 Main St. Malden, MA 02148 Telephone: 781-338-3650	f. New Jersey Department of Education ATTN: Manager of Evaluation and Assessment P.O. Box 500 Trenton, NJ 08625-0500 Telephone: 609-984-7761
g. Ohio Department of Education Center for Curriculum Assessment ATTN: Associate Superintendent of Curriculum and Assessment 25 South Front Street, Mail Stop 601 Columbus, OH 433215-4183 Telephone: 614-728-4510	h. Pennsylvania Department of Education Bureau of Management Services ATTN: Procurement Manager 333 Market St. Harrisburg, PA 17126 Telephone: 717-783-9792
i. Rhode Island Department of Education ATTN: Director, Office of Assessment and Accountability 255 Westminster St. Providence, RI 02903 Telephone: 401-222-8492	

42. Below is a chart that contains non-binding estimates provided by states regarding the anticipated number of students who will take the Algebra II.

State	Estimated Participation		
	Spring '08	SY '08-'09	SY '09-10
Arkansas	25,000	25,000	25,000
Indiana	15,000	15,000	15,000
Kentucky	20,000	35,000	40,000
Maryland	45,000	45,000	45,000
Massachusetts	40,000	44,000	44,000
New Jersey	5,000	10,000	15,000
Ohio	25,000	25,000	25,000
Pennsylvania	16,000	16,500	17,300
Rhode Island	N/A	N/A	N/A
Total	191,000	215,500	226,300

* Note: Tests in Rhode Island will be ordered through the State by individual districts.

43. Approximations of the number of students taking the test in a computer based format are represented in the chart below.

State	Estimated Participation		
	'08	SY '08-'09	SY '09-10
Arkansas	N/A	N/A	N/A
Indiana	15,000	15,000	15,000
Kentucky	5,000	17,500	30,000
Maryland	10,000	10,000	10,000
Massachusetts	N/A	N/A	N/A
New Jersey	N/A	N/A	N/A
Ohio	N/A	N/A	N/A
Pennsylvania	N/A	N/A	N/A
Rhode Island	N/A	N/A	N/A

44. DRAFT ADP Algebra II Exam Calculator Policy. The ADP Algebra II Exam is designed to take 90-120 minutes for most students to complete. The Exam will be administered in two (2) sessions. The first session will last an estimated 45-60 minutes and will be completed by students without the use of a calculator. The second session will also last an estimated 45-60 minutes and will be completed by students using a calculator. The following policy provides guidance on the use of calculators during the administration of the second session of the Algebra II Exam. The Exam will be designed so that some but not all questions on the calculator portion of the test require the use of a calculator.

The following types of calculators are permitted for use:

- a. Graphing calculators
- b. Scientific calculators
- c. Four-function calculators (Not encouraged for use.)

The Contractor shall work with the CDT to develop a list of specifically approved calculators as examples.

The following types of calculators are not permitted for use on the ADP Algebra II test:

- a. Calculators requiring access to an electrical outlet
- b. Calculators that make noises of any kind that cannot be noise disabled (except for students needing special accommodations)
- c. Calculators that are electronic writing pads, pen input/stylus-driven devices, pocket organizers, cell phones, powerbooks, or handheld or laptop computers
- d. Calculators that use a QWERTY keyboard
- e. Calculators that use paper tape
- f. Other calculators that are not permitted for use on state tests.

Proctors are required to disallow the use of any of the above types of calculators. Substitute calculators may be provided in the event that a student's calculator is disallowed and the proctor has approved calculators available. Students using a calculator with a raised display or a display one (1) inch or larger will be seated at the discretion of the proctor.

Proctors are required to check calculators before the Exam. Students should be thoroughly familiar with the operation of the calculator they plan to use on the Exam. Calculators may not be shared, and communication between individual student calculators is prohibited during the exam. Students should use their calculator on a regular basis so that they become adept at using the calculator that they plan to use during the Exam.

NIGP Number: 924-20-18-075-1

The Development, Scoring, and Reporting of an Algebra II End-of-Course Exam
Contractor's Not-to-Exceed Fixed Price

Contractor: Pearson Educational Measurement (PEM)

Offeror's "Not-to-Exceed Fixed Price"

COST/PRICING SUMMARY TABLE 1 - PRICE PER EXAM AND PROPOSED VOLUME DISCOUNT

NUMBER OF TESTS ORDERED	2008 - 2011	2012*** - 2013***
	PRICE (\$)	PRICE (\$)
**Less than 100,000	\$25.56	\$23.56
100,000 – 149,999	\$20.56	\$17.96
150,000 – 199,999	\$19.08	\$15.94
200,000 – 249,999	\$17.56	\$14.17
250,000 – 299,999	\$16.56	\$13.05
300,000 and greater	\$15.56	\$11.97

Years marked with an "****" (2012 - 2013) are renewal the options.

NOTE: All prices and quoted costs shall be reflected in U. S. Dollars.

COST/PRICING SUMMARY TABLE 2 - ADDITIONAL COST FOR OPTIONAL AND ENHANCED FEATURES/SERVICES

DESCRIPTION	ADDITIONAL COST PER TEST
Scoring and reporting of the entire test on an expedited basis (within one [1] week).	\$3.99
Scoring and reporting of the entire test on an expedited basis (within two [2] weeks).	\$0.49
Scoring and reporting of only the multiple choice responses on an expedited basis (remaining test items scored in a more extended time period).	-----
On-line test administration.	\$4.49
Data and Statistics Module.	\$7.49
Iterative Processes Module.	\$7.49
Probability Module.	\$7.49
Trigonometry Module.	\$7.49
Matrices Module.	\$7.49
Conics Module.	\$7.49
Logarithms Module.	\$7.49
Administration, scoring, and reporting of non-English language versions of the Exam (Spanish).	\$9.99
Administration, scoring, and reporting of Braille versions of the Exam.	\$9.99
Administration, scoring, and reporting of audio versions of the Exam.	\$9.99

TRAINING OPTIONS	ADDITIONAL COST
Test Administrator Training Video	\$15.00 per DVD, plus shipping
Regional Test Administrator Training Workshop	\$48, 610 per workshop (up to 100 participants)
On-line Self-paced Training	\$92.66 per use for a one-year subscription

CONTRACTOR INDEXCONTRACTOR AND TERMS:

TIN: 41-0850527
NCS Pearson, Inc.
DBA: Pearson Educational Measurement (PEM)
2510 North Dodge St.
Iowa City, IA 52245

CONTRACT NO.: CSP902107 (06/30/11)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT:CONTRACTOR'S CONTACT INFORMATION:

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PAYMENT ADDRESS:

NCS Pearson, Inc.
13036 Collections Center Dr.
Chicago, IL 60693

NOTICE TO AGENCY: Purchase order(s) against this Contract must include the Contract, Contract title, and Contractor number as shown above.

NOTICE TO CONTRACTOR: All invoices and/or reports presented to the Participating States must show the Contractor's TIN. This Contract shows your number as part of the address and is also your current Contractor number.